



Delphi Corporation  
5725 Delphi Drive  
Mail-code: 483-400-406  
Troy, Michigan 48098  
Attention: Bette Walker, Vice President and Chief Information Officer

**BY HAND DELIVERY**

April 3, 2009

**Re: Requirement to Cure Delphi Default Pursuant to Section 20.1(b) of Master Services Agreement**

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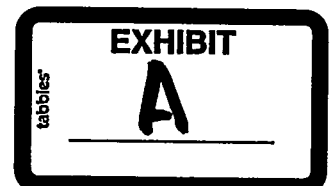
Dear Ms. Walker:

Reference is made to that certain Master Services Agreement entered into effective March 9, 2007, by and between Delphi Corporation ("Delphi") and Computer Sciences Corporation ("CSC"), as amended by Amendment No. 1 thereto, entered into effective April 30, 2007 (as so amended, the "Agreement"). Section 20.1(b) of the Agreement provides in pertinent part as follows ("Service Provider" refers to CSC therein):

In the event that Delphi fails to pay Service Provider undisputed amounts properly due and owing to Service Provider under this Agreement exceeding in the aggregate one (1) month of Monthly Base Charges by the specified due date, or fails to place disputed amounts into escrow, to the extent required by Section 12.4, and fails to cure such default within thirty (30) days of notice from Service Provider of its intention to terminate . . . for failure to make such payment, Service Provider may, by notice to Delphi, (i) terminate the Term . . .

As of close of business, April 2, 2009, Delphi had failed to pay to CSC \$12,725,513 of amounts properly due and owing under the Agreement, none of which Delphi had disputed in the manner set forth in Section 12.4. For clarity, the total amount past due is \$24,406,376. The disputed amounts included in this total are \$11,680,863 (including withheld amounts that may have been released for payment, but that have not yet been received by CSC). The amount past due and owing is the difference between the total amount past due and the disputed amount, which is \$12,725,513. One month of current Monthly Base Charges (for February 2009) is \$6,056,758. The amount past due and owing of \$12,725,513 exceeds one month of current Monthly Base Charges and, therefore, Delphi is in default under Section 20.1(b).

Pursuant to Section 20.1(b), this letter will serve as CSC's notice to Delphi of CSC's intention to terminate the Term unless Delphi cures its above-described default within thirty (30) days of the date of this letter.





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CSC does not hereby waive any, and hereby reserves all, other rights it may have with regard to or in connection with these or any other amounts not paid when due under the Master Services Agreement.

Thank you.

Very truly yours,

A handwritten signature in cursive script, reading "Eileen Sweeney-Tan", is positioned below the "Very truly yours," text.

Eileen Sweeney

Cc:

Delphi Corporation  
5725 Delphi Drive  
Mail-code: 483-400-603  
Troy, Michigan 48098  
Attention: David Sherbin, Vice President and General Counsel  
E-mail Address: David.Sherbin@delphi.com  
Facsimile Number: (248) 813-2491